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## 1. Introduction

- 1.1. These general terms of sale and delivery are valid unless otherwise agreed in writing by Conpleks Innovation ApS (Conpleks) and the purchaser.
- 1.2. These general terms of sale and delivery are considered accepted by the purchaser when accepting an offer.
- 1.3. Terms of purchasing issued by the purchaser are not applicable, regardless of how and when they are presented, e.g. as part of sales documents and/or acceptance documents.

## 2. Offers

- 2.1. Only written offers are binding. Unless otherwise stipulated, offers are only binding for Conpleks if accepted within 14 days of issue date.
- 2.2. Any special requirements requested by the purchaser, not included in any Conpleks' standard specifications, shall be available in writing.
- 2.3. Production equipment, drawings etc. that are part of baseline for an offer are considered property of Conpleks.
- 2.4. Should an order confirmation deviate in any way from an order issued by the purchaser in terms of additions, limitations or reservations, purchaser shall notify Conpleks within 8 days. Otherwise, only the order confirmation is valid.

## 3. Orders

- 3.1. A purchase is binding, once Conpleks has issued an order confirmation. Hereafter order cancellation, modification or delay by the purchaser cannot take place unless accepted by Conpleks in writing and then only towards payment of all applicable cost and liabilities of goods acquired and/or kept at the cost and risk of the purchaser.

## 4. Prices

- 4.1. All prices are excluding VAT and taxes and Conpleks reserves the right to adjust offers given or prices agreed in case of changes in taxes and duties, customs rates, transportation and insurance costs, changes in currency rates or increases in labour costs, commodity costs and legal issues, unless otherwise stipulated. In case of fixed price quotations, offered prices are only valid within the time frames of acceptance and delivery.
- 4.2. All prices are Ex Works Conpleks, and in case of tangible goods, transportation costs and transportation risks are on the part of the purchaser.

## 5. Payment and Bank Guaranties

- 5.1. Payment terms are stated in the order confirmation. Unless stated otherwise the following terms are applicable: Cash, 8 days net, from date of invoice. In case payment is not effective on the date of payment, the outstanding sum will carry interest from the payment date with an interest rate of 2 per cent per month, starting each month.
- 5.2. Should the purchaser's ability to pay be significantly reduced, judged by Conpleks, immediate payment in cash or other means of payment security can be requested.
- 5.3. Should the extent of outstanding payments on on-going projects exceed 200.000 DKK Conpleks can demand bank guaranties.

## 6. Conformity of the Deliverables

- 6.1. Upon reception of designs, design documentation, other tangible or intangible deliverables, the purchaser shall undertake an immediate, accurate and profession inspection of the delivered goods.
- 6.2. Complaints, in order to be valid, shall be made in writing at the latest 5 working days after the delivery date and be supported by documentation of the complaints in question. Otherwise, the delivery will be considered as approved.
- 6.3. Any product or project deficiencies will, depending on Conpleks' preference, be remedied or redelivered according to the order confirmation or the purchaser will be credited.
- 6.4. Changes to, tampering with or lack of maintenance of any deliverable without prior consent of Conpleks, will relieve Conpleks of any liability or commitment.
- 6.5. Conpleks is not liable for any infringement towards third party's patent, utility model, design, trademark or other intellectual property right caused by products and deliverables. The associated risk and potential costs are covered by the purchaser.
- 6.6. Conpleks is not liable for any loss the purchaser may suffer due to delays or lack of delivery, including but not limited to loss of time, consequential damages or losses, losses of business operation or commercial profits.
- 6.7. Order cancellation by the purchaser can only take place with Conpleks' written consent. Conpleks may charge a fee of 10% of the order value beyond already accrued costs and related invoicing.

## 7. Delivery of R&D Projects

- 7.1. Project Scope  
The order confirmation issued by Conpleks' defines the agreed project scope and forms the planning baseline. Should the purchaser have any specific requirement specifications, they shall be clearly agreed by both parties and mentioned in the order confirmation.
- 7.2. Project Phase: Pre- and Feasibility Studies  
In this phase Conpleks produces implementation proposals, high-level designs, mounting and production principles, sourcing proposals and possible component selection, thereby underlining the proposed design, based on the requirements from the purchaser. The studies form the basis for a presentation to and approval by the purchaser.
- 7.3. Project Phase: Project Execution Phase  
The actual development and design project is handled in this phase. Conpleks will do progress reporting with reasonable intervals. Conpleks will notify the purchaser if major assumptions prove to be wrong.
- 7.4. Project Phase: Acceptance/Conclusion Phase  
The project deliverables are handed over and appropriate acceptance testing is done with Conpleks participation at the cost of the purchaser. Design documentation etc. is approved by the purchaser.

- 7.5. The order confirmation from Conpleks defines in detail which of the project phases the purchaser want to buy. Approval by the purchaser is required by the purchaser before further undertakings. After approval, Conpleks does not assume any responsibility for corrections requested by the purchaser. Cost to implement requested or necessary changes that are not explicitly mentioned in the requirement specification from the purchaser will be invoiced.

### 7.6. Project Pricing/Payment:

All development project costs, time and material, are invoiced, including travel expenses and other project costs. Assumptions, estimations and specifications might change during the project phases, and the risks associated with this are assumed by the purchaser. During the offer and order confirmation process, Conpleks will estimate the costs for the above mentioned project phases.

## 8. Reservation of Title

- 8.1. The title to the goods belongs to Conpleks until the full purchase sum is paid to and received by Conpleks without any reservation on the part of the purchaser.

## 9. Delivery Terms

- 9.1. Delivery of tangible goods is Ex Works Conpleks according to EXW Incoterms 2000. Transportation costs and transportation risks are on the part of the purchaser unless otherwise agreed.
- 9.2. If no other instruction is agreed upon, Conpleks will choose the means of transportation.

## 10. Delivery Time and Delay

- 10.1. Delivery milestones are specified in the order confirmation and are based on the purchaser specifications and the time of order.
- 10.2. Delayed delivery does not give the purchaser any right to cancel the order before having asked Conpleks in writing to remedy the situation, and having given Conpleks a reasonable time to do the delivery. If the delayed delivery is caused by the purchaser, the delivery time is postponed with a reasonable extent defined by the circumstances.
- 10.3. Conpleks is entitled to delay the delivery time, if the delays are necessitated by circumstances that beyond the control of Conpleks, e.g. the force majeure clauses below.

## 11. Force Majeure

- 11.1. Conpleks is not liable for any delays and non-fulfilment due to circumstances of the nature of force majeure, or circumstances beyond his reasonable control. Force majeure covers, though not only, the following circumstances: unavailability of raw materials and labour, faulty, irregular or delayed delivery on the part of the seller's suppliers, strikes and lockouts, interruptions in or suspended supply of energy or water, traffic disturbances, malfunction or breakdown of machinery, tools and computer systems, fire, war, mobilisation, restrictions in exchange of currencies, blockades, political unrest, government measures of various sort such as seizure of property, exportation and importation bans, sabotage and destructive actions targeting Conpleks' delivery systems, and similar impediments beyond Conpleks' control.
- 11.2. If flawless and/or timely delivery is inhibited temporarily because of the above mentioned circumstances, the delivery can be postponed in a time frame similar as the duration of the force majeure, and the delivery at the corresponding new delivery date is considered timely.
- 11.3. Should the force majeure continue for more than three months, Conpleks is entitled to cancel any offer previously made.
- 11.4. Conpleks is entitled to cancel the agreement, wholly or partly, or extend the delivery time with a reasonable time period based on the above mentioned force majeure circumstances

## 12. Product Liability

- 12.1. Conpleks is not liable for errors in any deliverable, attributable to material, specifications and information from the purchaser.
- 12.2. Conpleks is not liable for damage to the purchaser's movable or immovable property.
- 12.3. Conpleks is not liable, regardless on which grounds or the degree of negligence, for any indirect damages or losses, consequential damages or losses, losses of business operation or commercial profits, loss of data and restoration of that, loss of goodwill, loss of expected savings or any other similar losses that the purchaser may suffer due to projects or delivered products.
- 12.4. Conpleks total liability towards the purchaser shall at all times and under all circumstances be limited to the amount equal to the order value and a maximum of DKK 500.000.
- 12.5. Conpleks is not liable and has no commitments towards any third party, including the purchaser's customers and business partners.

## 13. Catalogues, Descriptions etc.

- 13.1. Any information related to weight, dimensions, capacity and other technical data in catalogues, descriptions, proposals, adds etc. from Conpleks are for information purposes only and do not constitute binding offers, unless explicitly referred to in offers or order confirmations.

## 14. Applicable law and competent jurisdiction

- 14.1. Any dispute between the parties shall be settled according to the laws of Denmark. Conpleks reserves the right to decide if disputes related to this agreement shall be settled by arbitration or in court.